



Kinda Chax - Accounting Policy Division
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FEB - 8 2001

FCC MAIL ROOM

Solon City Schools
Computer Services
33800 Inwood Drive
Solon, OH 44139
(440) 349-6256
fax: (440) 248-7665
e-mail: kmiller@solonboe.org

Kirk B. Miller
Director of Information Systems

**PETITION FOR RECONSIDERATION
PETITION FOR WAIVER OF 30 DAY DEADLINE**

CC DOCKET NO. 96-45
CC DOCKET NO. 97-21 ✓

February 7, 2001

It is difficult to submit an appeal within your 30 day period when we didn't receive your Decision Letter because of being mailed to the wrong address. Wherever it sat, didn't realize that there was time dated information enclosed.

November 29, 2000

This is a new appeal. Original appeal impediment due to post office had to forward your letter of September 28, 2000 to us. See above letterhead for new address. Copies of all attached for your review!

October 31, 2000

Schools and Libraries Division/USAC
Box 125 - Correspondence Unit
100 South Jefferson Road
Whippany, New Jersey 07981

Re: Form 471 Application Number: 68608
Funding Year: 1998
Billed Entity Number: 129510

The following is copied from your decision letter September 28, 2000:

Funding Request Number: 00065038 Funding Status: Funded
SPIN: 143011926 Service Provider Name: Exchange Network Services Inc.
Provider Contract Number: C
Services Ordered: Internet Access
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 12/31/1998
Estimated Total Annual Pre-discount Cost: \$9,100.00
Discount Percentage Approved by SLD: 40%
Funding Commitment Decision: \$3,640.00 - 471 approved as submitted

The contract expiration date for this service is 6/30/2000 (not 12/31/1998). Please find enclosed the 36 month contract for the period July 1, 1997 through June 30, 2000. Total annual pre-discount costs are as follows:

Jan 1, 1998 - Dec. 31, 1998	\$ 7,800.00
Jan 1, 1999 - June 30, 1999	<u>\$ 3,900.00</u>
	\$11,700.00

CONTINUATION

CC DOCKET NO. 96-45
CC DOCKET NO. 97-21

**PETITION FOR RECONSIDERATION
PETITION FOR WAIVER OF 30 DAY DEADLINE**

If you have any questions, please feel free to contact me at the above address/phone. We will anxiously await the review of your current decision.

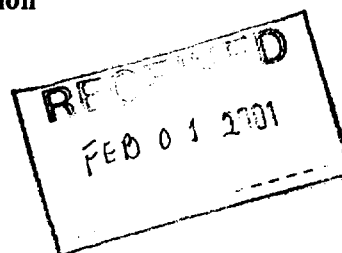


Kirk B. Miller
Director of Information Systems

KBM:sht
Enc.

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
)
Request for Review of the)
Decision of the)
Universal Service Administrator by)
)
Solon City Schools)
Solon, Ohio)
)
Federal-State Joint Board on)
Universal Service)
)
Changes to the Board of Directors of the)
National Exchange Carrier Association, Inc.)



File No. SLD-68608

CC Docket No. 96-45

CC Docket No. 97-21

ORDER

Adopted: January 26, 2001

Released: January 29, 2001

By the Accounting Policy Division, Common Carrier Bureau:

1. The Accounting Policy Division has under consideration a Letter of Appeal filed by Solon City Schools (Solon), Solon, Ohio, seeking review of a decision issued by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (Administrator).¹ Solon seeks review of SLD's refusal to consider Solon's appeal to SLD on the grounds that it was untimely filed. For the reasons set forth below, we deny Solon's appeal.

2. SLD issued a Funding Commitment Decision Letter on September 28, 2000, approving Solon's request for discounted services under the schools and libraries universal service support mechanism.² Specifically, SLD approved Solon's request for discounts for internet access, Funding Request Number (FRN) 65038. On November 7, 2000, Solon filed an appeal stating that the contract expiration dates shown in the Funding Commitment Decision Letter were wrong and the total pre-discount amount should be changed.³ On November 17, 2000, SLD issued an Administrator's Decision on Appeal indicating that it would not consider Solon's appeal because it was received more than 30 days after the Funding Commitment

¹ Letter from Kirk B. Miller, Solon City Schools, to Federal Communications Commission, filed December 5, 2000 (Letter of Appeal).

² Letter from Schools and Libraries Division, Universal Service Administrative Company, to Kirk Miller, Solon City Schools, dated September 28, 2000 (Funding Commitment Decision Letter).

³ Letter from Kirk B. Miller, Solon City Schools, to Schools and Libraries Division, Universal Service Administrative Company, filed November 7, 2000.

Decision Letter was issued.⁴ Solon subsequently filed the instant Letter of Appeal with the Commission.

3. Under section 54.720 of the Commission's rules, an appeal must be filed with the Commission or SLD within 30 days of the issuance of the decision as to which review is sought.⁵ Documents are considered to be filed with the Commission or SLD only upon receipt.⁶ The 30-day deadline contained in section 54.720 of the Commission's rules applies to all requests for review filed by a party affected by a decision issued by the Administrator. Because Solon failed to file an appeal of the September 28, 2000 Funding Commitment Decision Letter within the requisite 30-day appeal period, we affirm SLD's decision to dismiss Solon's appeal to SLD as untimely and deny the instant Letter of Appeal.

4. ACCORDINGLY, IT IS ORDERED, pursuant to authority delegated under sections 0.91, 0.291, and 54.722(a) of the Commission's rules, 47 C.F.R. §§ 0.91, 0.291, and 54.722(a), that the Letter of Appeal filed by Solon City Schools, Solon, Ohio on December 5, 2000, IS DENIED.

FEDERAL COMMUNICATIONS COMMISSION



Mark G. Seifert
Deputy Chief, Accounting Policy Division
Common Carrier Bureau

⁴ Letter from Schools and Libraries Division, Universal Service Administrative Company, to Kirk B. Miller, Solon City Schools, dated November 17, 2000 (Administrator's Decision on Appeal).

⁵ 47 C.F.R. § 54.720.

⁶ 47 C.F.R. § 1.7.



UNIVERSAL SERVICE
ADMINISTRATIVE CO.

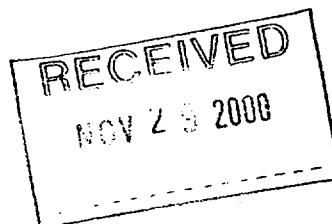
Box 125 – Correspondence Unit
80 South Jefferson Road
Whippany, New Jersey 07981

SCHOOLS AND LIBRARIES DIVISION

Administrator's Decision on Appeal

November 17, 2000

Kirk B. Miller
Director of Information Systems
Solon City Schools
33800 Inwood Drive
Solon, OH 44139



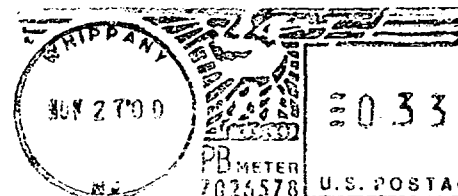
Re: Application Number: 68608
 Funding Year 1998-1999
 Date of Issuance of Funding
 Commitment Decision Letter: 9/26/00
 Date Appeal Received: 11/7/00

Our records show that your appeal was received more than 30 days after the date your Funding Commitment Decisions Letter was issued (see dates above). The Federal Communications Commission (FCC) rules require applicants to submit appeals so USAC/SLD receives them within 30 days of the date that the relevant Funding Commitment Decision Letter was issued. (See "SLD Procedure for Post-Commitment Appeals" at <http://www.sl.universalservice.org/apply/10procpost.asp>.) The FCC rules do not permit the SLD to consider your appeal. If you wish to continue this process, you may submit a new appeal, stating the impediment to your filing your appeal within the original time, to the FCC at the following address:

Federal Communications Commission
Office of the Secretary
445 12th Street, S.W.
Room TW-A325
Washington, DC 20554



80 South Jefferson Road
Whippany, NJ 07981-1009



EXCHANGE NETWORK SERVICES, INC.
1621 Euclid Avenue, Suite 810
Cleveland, Ohio 44115

DEDICATED SERVICE TERMS AND CONDITIONS AGREEMENT

Exchange Network Services, Inc. (herein "ExchangeNet") and Solon Board of Education and those utilizing Services defined herein through Solon Board of Education, (collectively "Customer") enter into this Agreement this 1st day of July, 1997.

WHEREAS, ExchangeNet is in the business of providing Internet access to individuals and business; and

WHEREAS, Customer desires to engage ExchangeNet to provide Customer access to the Internet as more specifically set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties agree as follows:

1. Services. ExchangeNet shall provide Customer the services as set forth on Exhibit "A", attached hereto, or as otherwise agreed to in writing by the parties (the "Services").

2. Term. The term of this Agreement shall be thirty-six (36) months commencing immediately unless terminated as provided in Section 12 herein. Unless terminated earlier, this Agreement shall automatically continue without notice for an additional one (1) year term ("Renewal Term"), after such Initial Term or then expiring Renewal Term, as the case may be, for successive Renewal Terms of one (1) year.

3. Access Fees. In consideration of the Services, Customer shall pay ExchangeNet the access fee as declared in Exhibit "A" attached hereto or as later increased or decreased by ExchangeNet pursuant to this paragraph (the "Access Fee"). ExchangeNet will provide Customer fifteen (15) days advance written notice of a change of Access Fee. In the event of an increase in the Access Fee, Customer may terminate this Agreement early without incurring early termination charges by delivering to ExchangeNet written notice of such termination within thirty (30) days of the effective date of such increase.

4. Bandwidth. ExchangeNet, notwithstanding any oral or written representation to the contrary, does not guarantee end-to-end Internet bandwidth. Stated bandwidths set forth on Exhibit "A" apply only to the speed of settings at both Customer and ExchangeNet operational points agreed upon by the parties as set forth in Exhibit "A".

5. Payment Terms. Each month the Customer shall pay ExchangeNet the Access Fee due for the coming month not later than the twentieth (20) day after the date of the invoice. A late charge of ten percent (10%) of the overdue balance will be added to balances due but unpaid after thirty (30) days from the date of the initial or any subsequent invoice. In the event any sum of

money owed by Customer is not paid when due, and remains unpaid for thirty (30) days or more, or if Customer defaults in the performance of any other obligation under this Agreement, ExchangeNet may terminate this Agreement by giving Customer ten (10) days written notice. Any billing disputes must be submitted to ExchangeNet within thirty (30) days from the date of invoice. ExchangeNet may immediately terminate this Agreement by written notice to Customer, and Customer shall be in default hereunder, if Customer becomes insolvent, liquidates, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceedings under any bankruptcy or insolvency law, voluntary or otherwise. If any of the above occurs, Customer shall immediately notify ExchangeNet of such occurrence. In addition, ExchangeNet shall have the right to terminate this Agreement without cause, upon thirty (30) days prior written notice to Customer. In the event ExchangeNet terminates this Agreement as a result of a default hereunder, the provisions regarding early termination of Paragraph 12 herein shall apply.

6. No Unlawful Purposes and Intended Use. Customer and those persons accessing the Internet and related services through Customer, shall use the access to the Internet provided by ExchangeNet under this Agreement only for lawful purposes. Transmission of material in violation of any applicable laws is prohibited. Customer shall use all products and Services provided hereunder for the intended use and shall not use, intentionally impair and/or violate the security of any other computer, system, network, person or property through use of the Services provided hereunder.

7. Burden of Proof. The burden of determining that any information, software or any other Content on the Internet is not protected by Intellectual Property Rights rests with the Customer. Customer acknowledges that ExchangeNet, other Customers and/or third party content providers remain the owners of the posted materials, and that Customer does not acquire any of those ownership rights by downloading copyrighted materials.

8. Use of Personal Publishing Tools. ExchangeNet reserves the right to suspend or terminate at its discretion Customers' access to the Internet or to require the removal of links or other content on or through Customers' web pages or links cause undue strain on ExchangeNet's server(s) either through excessive hits or by excessive bandwidth demand.

9. Trademarks. ExchangeNet and the ExchangeNet logo are trademarks of Exchange Network Services, Inc. All other trademarks appearing on the Internet are trademarks or registered trademarks of their respective owners.

10. Warranties and Limitation of Liability. CUSTOMER AGREES THAT ACCESS TO THE INTERNET THROUGH EXCHANGENET IS ENTIRELY AT CUSTOMER'S OWN RISK. EXCHANGENET'S SERVICES, CONTENT, INFORMATION OR PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, OR PRODUCTS PROVIDED ON THE INTERNET THROUGH OR IN CONNECTION WITH EXCHANGENET, INCLUDING WITHOUT LIMITATION THE EXCHANGENET SOFTWARE LICENSED TO THE CUSTOMER, THE CONTENT, INFORMATION, LINKS OR RESULTS OBTAINED THROUGH THE INTERNET OR LINKS THEREON. SPECIFICALLY, EXCHANGENET DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT

LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY REASON, INCLUDING BUT NOT LIMITED TO FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTUOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT EXCHANGENET IS NOT LIABLE FOR THE DEFAMATORY, LIBELOUS, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER. NEITHER EXCHANGENET NOR ANY OF ITS AGENTS, AFFILIATES, OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF EXCHANGENET'S ACCESS TO THE INTERNET OR INABILITY TO GAIN ACCESS TO OR USE THE INTERNET OR OUT OF ANY BREACH OF WARRANTY. IN ADDITION, EXCHANGENET MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL EXCHANGENET BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, A FAILURE OF PERFORMANCE HEREUNDER DUE TO CAUSES BEYOND ITS CONTROL INCLUDING WITHOUT LIMITATION, A FAILURE OF NETWORK, ACT OF GOD, STRIKES, LABOR DISPUTES, FIRE, FLOOD OR EXPLOSION, NOR ANY ACT OR OMISSION OF ANY OTHER COMPANY OR CARRIER FURNISHING SERVICE, FACILITIES, OR EQUIPMENT. EXCHANGENET'S LIABILITY FOR ANY AND ALL CAUSES AND CLAIMS WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE SHALL IN NO EVENT EXCEED (1) AN AMOUNT UP TO THE PROPORTIONATE CHARGE BY EXCHANGENET TO CUSTOMER FOR THE PERIOD OF SERVICE AFFECTED; OR (2) IF APPLICABLE, THE REPLACEMENT VALUE OF ANY CUSTOMER EQUIPMENT WHICH IS LOST OR DAMAGED AS A RESULT OF EXCHANGENET'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WHICHEVER IS LESS.

11. Indemnification. Customer shall indemnify and hold harmless ExchangeNet and its shareholders, directors, officers, employees, agents, affiliates, parents and successors and assigns against any cost, expense (including legal or other expenses reasonably incurred in investigation or defense), amounts paid in settlement, judgment or liability incurred by or imposed upon ExchangeNet in connection with any action, suit or proceeding (including civil, criminal, administrative, or investigative proceedings), including but not limited to, compensatory, consequential, punitive or other damages arising from any such actual or threatened action, suit or proceeding to which ExchangeNet may be a party or otherwise involved or with which ExchangeNet shall be threatened, arising out of or directly, (i) Customer's or its employees', agents' or assigns' use of the Services or the Internet or (ii) the unauthorized use of the Services or the Internet by any of Customer's employees, agents, assigns or any third parties.

Customer acknowledges that ExchangeNet is not responsible for the Customer's use or planned use of the Internet nor does it guarantee that the Service or Internet access will benefit Customer. Customer, therefore, waives any claim or claims by which it or any of its shareholders, directors,

officers, employees, agents, affiliates, parents, or successors have or may have against ExchangeNet for damages, including any consequential or punitive damages resulting from the interruption of Customer's business, and lost or reduced business opportunities of Customer or any person doing business with Customer.

12. Early Termination. Customer may terminate this Agreement upon thirty (30) days advance written notice prior to the expiration of the Initial Term or then expiring Renewal Term, subject to the payment of Access Fees and termination charges then due. Access Fees are for Customer have been determined assuming a full term, therefore, in the event Customer terminates this Agreement prior to the expiration of The Initial Term or then expiring Renewal Term, as the case may be, then immediately upon such termination, Customer shall pay ExchangeNet as liquidated damages a lump-sum termination charge equal to the difference between the Access Fees established assuming a full-term under this Agreement and the Access Fees which would have been charged had the term of this Agreement been set to expire as of the early termination date sought by Customer. For purposes of the preceding sentence, the rate "which would have been charged" shall be the rate that was in place on the date this Agreement is entered into.

13. Alteration of Services Resulting From Customer's Improper Use. In the event that Customer uses hardware and/or software which directly impairs, delays or otherwise alters Customer's use of ExchangeNet's Services, Customer shall remain liable for regular payments due hereunder to ExchangeNet.

14. Assignments. As a Customer of ExchangeNet, you may not sell, assign or transfer your rights under this Agreement without prior written consent of ExchangeNet. ExchangeNet may at any time sell, assign, or transfer this Agreement without notice.

15. Attorney's Fees in Litigation. If a dispute between the parties with respect to their respective rights and duties hereunder cannot be resolved after a good faith effort by the parties, and one or both of the parties resorts to litigation, then the parties shall request that the Court rendering a judgment for such litigation identify the prevailing party in the lawsuit. The other party shall pay the prevailing party's reasonable attorney fees and costs within thirty (30) days after the judgment is issued.

16. Survival. If any part of this Agreement is deemed to be illegal and/or against public policy, the remaining portions of this Agreement will remain in full force and effect.

17. Governing Law. This Agreement is entered into in the City of Cleveland, County of Cuyahoga, and State of Ohio, and Ohio law shall apply to this Agreement.

18. General.

(A) Each party represents and warrants to the other that it has the right, power, and authority to enter into, and perform its obligations under this Agreement; and it has taken all requisite action to approve execution,

delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon the parties in accordance with its terms and conditions.

(B) This Agreement shall be binding upon inure to the benefit of the parties hereto, and their successors and assigns.

(C) All provisions of ExchangeNet's applicable tariffs, if any, are incorporated herein by this reference.

(D) ExchangeNet reserves the right to make modifications and improvements in the Service and equipment, or to change rates, terms and conditions of Service.

(E) Title to, and ownership of, all equipment and facilities used by ExchangeNet to provide Service shall remain ExchangeNet's.

(F) Neither party shall disclose the contents of this Agreement without the express written consent of the other party.

(G) Written notice shall be effective upon delivery if made via telefax, courier or any form of U.S. Mail (1) to Customer at the address set forth on Exhibit "A" attached hereto, or (2) to ExchangeNet, Inc., c/o Daniel Krause, President at 1621 Euclid Avenue, Suite 810, Cleveland, Ohio 44115.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

CUSTOMER:

(1) _____
Solon Board of Education

EXCHANGE NETWORK SERVICES, INC.
By: *Daniel Krause*

By: *John B. Miller*

Its: _____

Its: DIRECTOR OF INFORMATION SYSTEMS
Title

or

(2) _____
Individual's Signature

Print Name

USAC

UNIVERSAL SERVICE
ADMINISTRATIVE CO.

Box 125 - Correspondence Unit
80 South Jefferson Road
Whippany, NJ 07981

SCHOOLS AND LIBRARIES DIVISION



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—
—
SOLON CITY SCHOOL DISTRICT
KIRK MILLER
33425 ARTHUR RD
SOLON, OH 44139-4519

September 28, 2000

Re: Form 471 Application Number: 68608
Funding Year: 1998
Billed Entity Number: 129510

We have completed our review of your FCC Form 471, Services Ordered and Certification Form, and made decisions with respect to your requests for discounts along with other applications received within the same time period. This letter is to advise you of our decisions.

As you may know, the Federal Communications Commission (FCC) in June 1998 made two changes to the Universal Service Fund for schools and libraries that have direct bearing on your discount request for 1998. First, the 1998 program year has been extended by six months, for a new ending date of June 30, 1999. Second, the FCC established new funding priorities whereby all eligible applicants will receive discounts for eligible telecommunications services and Internet access. Support for internal connections will be allocated in accordance with need so that schools and libraries will receive discounts in order of the discount percentages for which they qualify beginning with applications qualifying for the highest discount percentages. Discounts for internal connections will continue until all funds are exhausted. These changes are reflected in the information in this letter regarding your discount request.

On the following page(s) is a list, by row of Items 15 and 16 of your FCC Form 471. For each item, there is a Funding Request Number (FRN) and several other

very important pieces of information relating to the disposition of that request. A complete explanation of each item begins below.

If you have any questions about our decisions on your discounts, you may send them in writing to the Schools and Libraries Division/USAC, Box 125 - Correspondence Unit, 100 South Jefferson Road, Whippany, NJ 07981.

Your next step in the discounting process is to complete and submit the FCC Form 486 enclosed with this letter to notify the SLD that you are currently receiving or have already begun to receive services for which discounts have been approved. This will enable your service providers to invoice SLD for your discounts. Please note that we are notifying each service provider listed on your Form 471 of our decision on your discount request. In addition, you should contact each service provider yourself to make any necessary arrangements regarding start of services, billing of discounts, and any other administrative details relevant to your participation in the Universal Service Fund. For important information about your Form 486, see next page.

FCC Form 471 Applicants who are approved for discount eligibility are reminded that they continue to be subject to audits and other reviews that the SLD may undertake to assure that discounted services are being used in compliance with program rules. If the SLD discovers that discounted services are not being used in compliance with program rules, 471 Applicants will be subject to enforcement activities and other means of recourse by the SLD and other appropriate Federal, state, and local authorities.

Explanation of Information Provided in SLD Funding Notification

On the following pages we provide you with a synopsis of the discount eligibility decision for each item you requested. To help understand this synopsis the following definitions are provided:

- * **Funding Request Number (FRN):** A number assigned by the SLD that will identify a Funding Request. A Funding Request is a single row of item 15 or 16.
- * **Funding Status:** An item may be "Funded," "Denied," "Partially Funded," or not approved because of "Funds Exhausted." An item that is "Funded" will be approved at the level that SLD determines is appropriate for that item. That will generally be the level requested by the Applicant unless the SLD determines during the application review process that some adjustment is appropriate, for example, a different discount percentage for that item than the FCC Form 471 featured. If an item is "Denied," that denial will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An item will be "Partially Funded" or "Unfunded," in accordance with FCC program rules, if the total amount of funds in the Universal Service Fund is insufficient to fully fund all approved requests. If the Form 471 was received after all the funds in the Universal Service Fund were allocated and it was processed, the status will indicate "Unfunded - Funds Exhausted."
- * **SPIN (Service Provider Identification Number):** A unique number assigned to each service provider by the Universal Service Administrative Company (USAC).
- * **Service Provider Name:** The legal name of the service provider.
- * **Provider Contract Number:** The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.
- * **Services Ordered:** The type of service ordered from the service provider, as shown on Form 471.

- * **Earliest Possible Effective Date of Discount:** The first possible date of service for which the SLD will reimburse the service provider for discounted services. Note: If the actual service start date provided on a Form 486 is later than this date, the actual service start date set forth in the Form 486 will be the effective date of the discount.
- * **Contract Expiration Date:** The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.
- * **Estimated Total Annual Pre-discount Cost:** Amount in Column 10 of Item 15/16, Form 471 as determined through the application review process, PLUS an automatic extension of monthly costs for Telecommunications Services and Internet Access through June 30, 1999. Please note that, during the Problem Resolution process at SLD, the amount in Col. 10 of Item 15/16 may have been corrected to conform to the information provided about Service Start Date and Monthly Costs.
- * **Discount Percentage Approved by SLD:** This is the discount rate that the SLD has approved for this service.
- * **Funding Commitment Decision:** This represents the total amount of funding that the SLD is now reserving to reimburse service providers for the cost of the discount for this service. This figure may be different from the Estimated Total Annual Pre-Discount Cost (Col. 10 of Item 15/16) times the Percentage Discount (Col. 11 of Item 15/16) in your application. It may be higher because of the addition of the monthly cost for Telecommunications Services and Internet Access for the six months from January 1, 1999, through June 30, 1999. It may be lower because of an adjustment determined appropriate by the SLD, such as of the discount percentage, or a denial of discounts and, if so, the accompanying comment will explain this difference. The difference may also reflect a reduction from the request level made necessary by overall funding limitations, in which case the "Funding Status" above will indicate "Partially Funded" or "Unfunded." Whatever amount is listed here, it is important that you and your service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts on only eligible, approved services actually rendered.
- * **Funding Commitment Decision Explanation:** This entry may appear to amplify the comment in the "Funding Commitment Decision," if the discount request for this service is denied for reasons other than "Unfunded" or if the SLD determined that some adjustment to the request level was appropriate.

Using the Enclosed FCC Form 486 and Invoice

FCC Form 486: You will use this form to notify the SLD that you are currently receiving or have already received services for which discounts have been approved. Your completed Form 486 allows us to begin processing invoices from your service providers for your discounts. It also sets in motion the process by which you and your service provider can invoice SLD for approved services you have already paid for.

Each Billed Entity Applicant must file a separate Form 486, although each Billed Entity's Form 486 may include services from multiple Forms 471 if the same Billed Entity Number is listed on the various Funding Commitment Decision letters that you receive. When completing your Form 486, please be certain to use the Billed Entity Number as listed at the beginning of this Funding Commitment letter. (We may have revised or corrected the Billed Entity Number from your original Form 471, so please use the number exactly as it is listed in this letter.)

To assist in completing your Form 486, we have pre-printed your Block 1 information, including the Billed Entity Number. Please review the pre-printed

— information. If you believe there is an error in the pre-printed information -except for the Billed Entity Number-please cross off and print the correct information above each item. Then make multiple copies of this Billed Entity -specific Form 486 for future use, and follow the instructions with the form to complete and submit it to SLD.

— Billed Entity Applicant Reimbursement Form: If you have already paid in full for services for which you are now being approved for discounts, you can use the enclosed Billed Entity Applicant Reimbursement Form to seek reimbursement from your service provider. This Form is not for use by service providers, who have their own invoice form. If you plan to submit a Billed Entity Applicant Reimbursement Form, please read and follow the instructions carefully regarding the Form as well as the Form 486 to avoid delay in processing your reimbursement.

SLD Funding Notification Synopsis for Application Number: 00068608
Funding Request Numbers preceded by an (*) represent a change from your previous notification. The Funding Commitment Decision Amount exhibited is the total amount approved for this year.

Funding Request Number: 00065033 Funding Status: Funded
SPIN: 143000071 Service Provider Name: ICG Telecom Group, Inc.
Provider Contract Number: 27712
Services Ordered: Telecommunications Services
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 08/30/2001
Estimated Total Annual Pre-discount Cost: \$8,406.00
Discount Percentage Approved by SLD: 40%
Funding Commitment Decision: \$3,362.40 - 471 approved as submitted

* Funding Request Number: 00065038 Funding Status: Funded
SPIN: 143011926 Service Provider Name: Exchange Network Services Inc.
Provider Contract Number: C
Services Ordered: Internet Access
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 12/31/1998
Estimated Total Annual Pre-discount Cost: \$9,100.00
Discount Percentage Approved by SLD: 40%
Funding Commitment Decision: \$3,640.00 - 471 approved as submitted

Funding Request Number: 00065045 Funding Status: Unfunded or Denied
SPIN: 143007606 Service Provider Name: Norstan Communications, Inc.
Provider Contract Number: 401435
Services Ordered: Internal Connections (Shared) ~~TELECOMMUNICATIONS SERVICES~~
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 08/11/1998
Estimated Total Annual Pre-discount Cost: \$13,716.32
Discount Percentage Approved by SLD: N/A
Funding Commitment Decision: \$0.00 - Srvc/Disct will NOT be funded
Funding Commitment Decision Explanation: The category of service was changed from telecomm. services to internal connections in accordance with program rules.
Funding cap will not provide for internal connections less than 62% discount.

Funding Request Number: 00065052 Funding Status: Funded
SPIN: 143001688 Service Provider Name: Ameritech-Ohio (aka Ohio Bell Telephone
Provider Contract Number: C
Services Ordered: Telecommunications Services
Effective Date of Discount: 01/01/1998 Contract Expiration Date: 04/09/2000
Estimated Total Annual Pre-discount Cost: \$8,590.32
Discount Percentage Approved by SLD: 40%
Funding Commitment Decision: \$3,436.13 - 471 approved as submitted

7800 11/1/98-12/31/98
3800 11/1/98-6/30/98
11,700

7/1/97-6/30/2000
36 months

Schools and Libraries Division/US

09/28/2000



bmchale@foretek.com on 01/31/2001 03:29:08 PM

To: stwiss@solonboe.org
CC:
Subject: Cisco MicroSwitch Order, PO 74565

From: Bridget M McHale@FORETEK on 01/31/2001 03:29 PM

To: stwiss@solonboe.org
CC:
Subject: Cisco MicroSwitch Order, PO 74565

Hi Suzy,
Cisco just notified me that in order to process this order with the E-Rate pricing, they require two things:

Spin No. (9 digits)
End User USCN No. (15 Digits)

If you would forward these numbers to me, we can get this order processed!

Thank you!!

Bridget McHale
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440-717-1302 Fax

SPIN= 143006738

Paul

470 App. # 613410000 318850

USCN #